



TEST SECURITY AGREEMENT TERMS AND CONDITIONS

SECTION I - PURPOSE OF AGREEMENT

This agreement defines Cooperative Personnel Services' (CPS) test security policies and procedures. It also explains how CPS test security standards are designed to protect the mutual interests of all clients that use test materials, as well as the interests of applicants who take such tests. In order that no person may gain special advantage by having improper access to the material, CPS requires as a condition for making its test materials available for rental, that all users sign this agreement and fulfill its terms.

SECTION II - CPS POLICIES AND PROCEDURES

The following provisions shall govern CPS services for planning, scheduling, preparation, construction and scoring examinations.

A. Preparing Custom Tests

1. Information Required from Clients.

A client contracting for test rental services is responsible for furnishing to CPS a written description of the work to be performed, the knowledge, skills and abilities required to perform the duties of the position, special working conditions, shifts, location of the job, required licenses or certificates, salary and shift differential, if any.

2. CPS Preparation of Test Materials.

CPS shall construct a written test, based on the information furnished by the client, for each job classification for which an examination has been requested and agreed upon by CPS and the client. The examination will be retained by CPS for a period of five years for possible reuse by the agency it was created for. All clients' files will be purged after five years.

B. Ordering Stock and Custom Tests

1. Scheduling of Examinations.

A client requesting test rental services shall notify CPS sufficiently in advance to allow time for scheduling and preparation. Expedited service may involve additional charges.

2. Client Notification to CPS of Number of Candidates.

Not less than 10 working days prior to the test date, the client shall notify CPS of the total number of candidates in each classification to be tested.

3. Transmittal of Test Materials.

CPS shall provide the client with sufficient test booklets, instructions for administering the test and such other material as CPS may deem necessary. Stock tests are prepackaged and are available only in packages of ten booklets. CPS will apply credit for each unopened package of test booklets on the agency's next stock test order (must be used within 12 months).

4. Client Administration of Test and Return of Test Materials.

The client shall administer the test in accordance with instructions provided by CPS and immediately following the test, will return all used and unused test booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by CPS and not consumed (except that in such cases as provided in paragraph II.B (7), II.B (8), and II.B (9) time extensions may be granted by CPS).

5. Re-Use of Test Materials.

Clients requesting test material use for a specific date and candidate count will not be allowed to reuse the tests for another date or candidate group without prior permission of CPS.

6. Scoring of Tests.

CPS will score all scannable answer sheets, at no cost to the client. At the discretion of CPS, responsibility for the scoring of standardized stock tests may be granted to the client. Custom tests and agency tests may be scored by the client. Open-ended test question answers, such as essays, typing, and shorthand tests may be scored by the client, or CPS will score these tests for a fee.

7. Test Papers Inspection Under Client Policy.

- a. **Stock and Semi-Stock Test - NO INSPECTION SHALL BE ALLOWED OF STANDARDIZED TEST MATERIALS, OR OF TESTS PRE-DUPPLICATED AS STOCK TESTS OR SEMI-STOCK TESTS, OR OF QUESTIONS NOT SCORED BY AN ABSOLUTE STANDARD.**
- b. **Custom Test** - If the client has an officially adopted rule or established policy regarding a candidate's privilege of inspecting a keyed copy of a test or answer sheet(s) following the test, and this rule or policy has been submitted in writing to CPS at least 10 days prior to the first test scheduled under this agreement for which such inspection is desired, CPS will comply with the inspection privileges as officially recognized by the client.

During key inspection, a representative of the client's Personnel or Administrative office must be present to assure that no candidate takes away from the review any notes regarding a test question. Upon request of the client, and when submitted in writing by a candidate who participated in the test, CPS will analyze protests resulting from such review and recommend the action to be taken by the client.

8. Test Papers Inspection Under CPS Policy.

If the client has no officially adopted rule or established policy regarding a candidate's privilege of inspecting a keyed copy of a test or answer sheet(s) following the test and wishes to allow such an inspection privilege, the following CPS policy shall govern:

- a. **Key Inspection** - Inspection of a keyed copy of the test book, for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed will be allowed for five working days immediately following a test, providing this has been requested by the client at least 10 days prior to the test.

The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the test.

During key inspection, a representative of the client's Personnel or Administrative office must be present to assure that the candidate takes no notes of any kind regarding any test materials.

Upon request of the client and when submitted in writing by a candidate who participated in the test, CPS will analyze protests resulting from such review and recommend the action to be taken by the client.

- b. **Answer Sheet(s) Inspection** - Inspection of a candidate's answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets, shall be allowed for a 14-calendar-day period immediately following the notification to the candidate of test results.

Upon request, CPS will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the client.

Candidates are not allowed to review the question booklet during this inspection period.

Not more than one hour will normally be allowed for answer sheet(s) review.

A representative of the client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or the keyed answer sheet(s).

- c. **Certain Tests Not to be Opened for Key Inspection.** Standardized tests, stock tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

9. Examination Charges.

It is optional that agency can rent test services from CPS. In consideration of the performance by CPS for testing services specifically described in this Exhibit, the client agrees to pay CPS in accordance with the "Written Test Price List" in effect at the time of rental arrangements.

10. Canceled or Postponed Tests.

Clients may be billed for work done on a canceled or postponed test up to the time CPS is notified of such action. Under certain circumstances, credit may be given for work already performed if the test is rescheduled.

C. Client Responsibilities

The client shall perform all parts of the testing process, which have not specifically been requested of and agreed to by CPS. Client shall assume responsibility for the conformity of the testing process to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the client as test user is responsible for the results of the selection process and must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

SECTION III - SECURITY OF TEST MATERIALS

All test materials supplied by CPS under this agreement shall be and remain the property of CPS. They shall be held and stored in a manner that will prevent unauthorized persons from having access to them. The client agrees to be responsible for the security of all test materials supplied to the client and agrees to reimburse CPS for a portion or all of the replacement costs, as determined by CPS, for test materials that are lost or whose value for testing purposes, in the opinion of CPS, may have been destroyed while said test materials were subject to the custody of the client. **Question booklets shall not be duplicated nor test questions copied by the client under any circumstances. *(CPS Rental Rates, Lost or Compromised Test Pricing, pages 7 and 8).**

If any test material obtained from CPS should become involved in legal proceedings by a court or other body vested with legal authority, CPS will take appropriate measures to safeguard the confidentiality of the test material, including answer sheets, such as by motion or protective order.

SECTION IV - HOLD HARMLESS CLAUSE/INDEPENDENT CONTRACTOR CLAUSE

Contractor and agency each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

Contractor and its officers and employees, in the performance of this contract, are independent contractors in relation to agency and not officers or employees of agency. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of agency. Contractor shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Contractor further represents to agency that contractor has no expectation of receiving any benefits incidental to employment.

SECTION V - TERMINATION OF AGREEMENT

CPS retains the right to terminate this agreement and withhold or recall its test materials if it believes the terms and conditions of this agreement are being or have been violated.



SECTION VI. PARTIES TO THE AGREEMENT

The parties to this Test Security Agreement are Cooperative Personnel Services (CPS) and the client named below.

A. PRINCIPAL SIGNER

On behalf of this agency, I accept this agreement and assure compliance with its terms and conditions.

Agency Name			
Street Address			
City	State/Province	Country	Zip Code
Telephone #		Fax Telephone	
Name of Principal Signer – (head of the agency, i.e., Human Resources Director, Fire Chief, Police Chief, etc)			
Title AND Email Address			
Signature		Date	

B. PERSONS AUTHORIZED TO RECEIVE TEST MATERIAL

As the Principal Signer of this Test Security Agreement, I am authorizing the following members of this agency to be the only individuals able to receive test-related materials from CPS. (Please have the appropriate individuals who are authorized to receive the test material read the Test Security Agreement and sign below. If more space is necessary, attach an additional sheet.)

NAME / TITLE	EMAIL	SIGNATURE

Please make one copy of this Agreement. Sign pages 5 and 6 and mail or fax both to CPS at 916-561-7208. This agreement MUST be renewed annually. Attach additional pages for more signatures.



CLIENT BILLING INFORMATION

Agency Name:

Department:

Address:

City:

State/Province:

County:

Zip:

Attention To: Name

Title AND Email Address:

Telephone #:

Fax Number:

**Please fill out and sign the Security Testing Agreement and
Client Billing Information and return to:**

Test Rental Unit
CPS Human Resource Services
241 Lathrop Way
Sacramento, CA 95815
Fax: 916-561-7208

HUMAN RESOURCES FOR PUBLIC

AGENCIES



CPS Rental Rates Effective July 1, 2002

	STOCK TESTS □	SEMI-STOCK TEST*	SEMI-CUSTOM TESTS*	AGENCY TESTS
Base Fee	\$295.00	\$415.00	\$850.00	\$415.00
REVIEW COPIES AVAILABLE UPON REQUEST AT NO CHARGE				
Per Booklet Fee				
1 - 100 Books	\$8.50	\$13.00	\$14.50	\$10.00
101 - 500 Books	\$8.00	\$12.00	\$13.50	\$9.50
501+ Books	\$7.50	\$11.00	\$12.50	\$9.00
Cancellation Fee	\$200.00	\$200.00	\$300.00	\$200.00
2 - Day Shipping	10%	10%	10%	10%
Overnight Shipping	15%	15%	15%	15%
Canadian Shipping 2 - Day	15%	15%	15%	15%
Entry Law/Fire Candidate Preparation Manuals			Structured Interview Packages	
Quantity Per Book Fee 10 –100 \$ 4.00 101 – 500 \$ 3.00 501+ \$ 2.50			Base Fee: \$ 400.00 Per Candidate Fee: \$ 5.00 if used with a CPS written test \$ 7.50 if used without a CPS written test	

- Stock tests are prepackaged and are available only in packages of ten booklets. CPS will apply a credit of \$35.00 for each **UNOPENED package** of test booklets to your agency's **next STOCK test order (must be used within 12 months)**. Clients with 49 candidates or less are billed at the number ordered or the number actually tested, whichever is greater.

* **ALL REQUIRE JOB ANALYSIS WORKBOOKS**

SPECIAL SERVICES

Stock Supplements	\$ 2.00 per book when ordered with a Stock test.
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate. (Professional Scoring included)
Custom Supplement	\$ 100.00 Base Fee + \$ 5.00 per booklet when used with CPS tests.
Cover Change of Stock or Agency Test	\$ 100.00 + \$.50 per book
Scoring Services (Non-CPS Tests)	\$ 75.00 plus \$ 1.00 per candidate
Scoring Stencil (Plastic Overlay)	\$ 10.00 per stencil
Faxing of Test Results	\$ 10.00
Non-specified special services	CALL FOR DETAILS (Billed at applicable hourly rate.)

***LOST OR COMPROMISED TEST PRICING**

- For each lost test (**excluding Police, Fire and Corrections**) there will be a base charge of \$1,000 dollars. For each additional copy (test) of the same test that is lost, there will be a \$75 dollar charge with a maximum total charge of \$7,500 dollars per test.

- For each lost test **Police, Fire or Corrections** there will be a base charge of \$5,000 dollars. For each additional copy (test) of the same test that is lost, there will be a \$75 dollar charge with a maximum total charge of \$10,000 dollars per test.

- For each lost test **Agency, Custom and Semi-Stock** there will be a base charge of \$5,000 dollars. For each additional copy (test) of the same test that is lost, there will be a \$75 dollar charge with a maximum total charge of \$10,000 dollars per test.